



**SILVERBROOK RESEARCH Pty Ltd**

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February 28, 2005

Assistant Commissioner for Patents  
Washington, District of Columbia 20231  
USA

Dear Sir

**United States Patent Application Serial No. 09/693,079**

**Inventors/Assignors: GREGORY JOHN MCAVOY and KIA SILVERBROOK**

**Assignee: SILVERBROOK RESEARCH PTY LTD**

**Title: "Thermoelastic Actuator Design"**

**Our Ref: MJ20US**

The status of the above application has changed from "Small Entity" to "Large Entity".

Please update your records accordingly.

Yours faithfully

 (POWER OF ATTORNEY)

Gregory John McAvoy

  
Kia Silverbrook



LAWYERS

## **POWER OF ATTORNEY**

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**THIS POWER OF ATTORNEY** is made on 21 October, 2003.

**BY** Gregory John McAvoy of 393 Darling Street, Balmain, NSW 2041, Australia (Appointor).

**1. APPOINTMENT**

The Appointor appoints the following severally to be its attorneys (each an **Attorney**):

- (a) Janette Lee of 393 Darling St Balmain, NSW 2041; and
- (b) Kia Silverbrook of 393 Darling St Balmain, NSW 2041.

**2. POWERS**

The Attorney may do in the name of the Appointor and on its behalf everything necessary or expedient or appropriate in the Attorney's discretion to:

- (a) execute and deliver any document, including any form, application, declaration, statement or agreement, necessary or appropriate in the Attorney's discretion and to take any action whatsoever, including but not limited to, file further applications in any country or jurisdiction including but not limited to divisional applications and continuation applications), and to prosecute, register, renew, allow to lapse or cease, transfer, assign, license including sublicense, enforce, mortgage or use as security or deal with in any way whatsoever any patents or patent applications in any jurisdiction which relate to or are connected to work carried out by the Appointer during his period of employment with Silverbrook Research Pty Ltd and on which the Appointer is named as an inventor or is entitled in future to be named as an inventor (**Relevant Patent**);
- (b) execute and deliver any other documents which are referred to in the documents described in paragraph 2(a), or which are ancillary or related to them or contemplated by them or vary them, or which otherwise relate in any way to a Relevant Patent;
- (c) take any step or carry out any action or execute and deliver any document or do anything at the absolute discretion of the Attorney in any way relating to the Appointer's involvement in or interest or obligations in relation to any Relevant Patent;

- (d) do everything necessary or expedient to give effect to the actions contemplated by this power of attorney;
- (e) appoint one or more substitute attorneys to exercise one or more of the powers given to the Attorney and to revoke any of those appointments and in this power of attorney, "Attorney" includes a substitute attorney appointed under this clause; and
- (f) stamp and register this power of attorney if required.

**3. RATIFICATION**

The Appointor declares that everything done by the Attorney in exercising powers under this power of attorney is as valid as if it had been done by the Appointor and agrees to ratify and confirm whatever the Attorney does in exercising powers under this power of attorney.

**4. STATEMENT OF NON-REVOCATION**

The Appointer declares that any person who deals with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

**5. REVOCATION**

The Appointer declares that this power of attorney:

- (a) is given as consideration for the Appointer's past and continuing employment by Silverbrook Research Pty Ltd and the payment of \$10.00, receipt of which is hereby acknowledged by the Appointer; and
- (b) is irrevocable and continues from the date of this power of attorney until expressly revoked by the Appointer in writing.

**6. BINDING ON APPOINTER**

The Appointer declares that each of the Appointer and any person claiming under the Appointer is bound by anything the Attorney does in exercising powers under this power of attorney including, but not limited to, an executor, administrator, successor, substitute or assign.

**7. CONFLICT OF INTEREST**

An Attorney may execute a document or do anything authorised under this deed (and that document or thing will be valid) even if the Attorney is in any way:

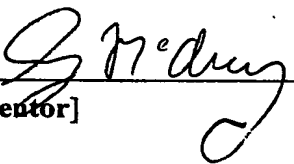
- (a) interested in the document or thing; or
- (b) connected with a person who is in any way interested in the document or thing.

**8. PERSONAL LIABILITY**

An Attorney's exercise of any power under this power of attorney does not involve on the part of the Attorney, any partner of the Attorney or any entity of which the Attorney is an employee:

- (a) any personal liability in connection with that exercise or its consequences; or
- (b) an express or implied warranty as to the validity of this power of attorney or the Attorney's authority to exercise the power.

**EXECUTED** as a deed poll by

  
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[Inventor]